Exhibit E

CCC

TRADEMARK LICENSE AGREEMENT

This Trademark License Agreement is entered into effective November 1, 1998 between John's Incredible Pizza Company, Inc., 14766 Bear Valley Road, Victorville, CA 92392 ("JIP"), a California corporation, and JIPCOB, Inc., a California corporation, 3709 Rosedale Hwy., Bakersfield, CA 93308 ("JIPCOB").

RECITALS

- A. JIP is the owner of the trademarks, service marks and trade names set forth in Exhibit A (the "Trademarks").
- B. JIPCOB has licensed and desires to continue licensing the right to use the Tridemarks in connection with restaurant and entertainment services.

AGREEMENT

License.

- 1.1 Subject to the terms of this Agreement, IIP hereby grants to IIPCOB name pro tune, a limited license to use the Trademarks solely in connection with restaurant and entertainment services at a single location. This license to use the Trademarks is nonexclusive, non-assignable, and nontransferable.
- 1.2 All right, title and interest in the Trademarks is and shall remain solely owned by IIP and IIP's licensors if any. IIPCOB's use of the Trademarks shall inure solely to the benefit of IIP and IIP's licensors if any.
- 1.3 IIP may, at any time upon request, inspect all IIPCOB materials bearing Trademarks. IIP may prohibit use of such materials at IIP's sole discretion.
- 2. Term. This license is effective as of the date set forth above and continued in effect until March 31, 1999. HP shall have the right to terminate this license upon thirty (30) days' written notice to HPCOB. Upon termination, HPCOB shall promptly cease all use of the Trademarks.
- 3. Quality Control. JIPCOB agrees that at all times any goods or services HPCOB provides in conjunction with the Trademarks will be of a quality consistent with that presently associated with the Trademarks and JIPCOB shall otherwise conduct itself in a manner so as to preserve the good will associated with the Trademarks. JIP shall have the right to inspect JIPCOB's facilities and operations on reasonable notice for the purpose of ensuring compliance with this quality control provision.
- 4. Assignment. This agreement may not be assigned without the prior written consent of JIP.

Ponled3-4479093.1 0061355-00002

AU6-14-0[15:14

5. Entite Agreement. This Agreement sets forth the entire agreement between the parties with respect to its subject matter.

"JOHN'S INCREDIBLE PIZZA COMPANY, INC."

By: Betty Parlet

"JIPCOB, INC."

Portind2-4479093 1 0061355-00003

Exhibit A Trademarks

- INCREDIBLE PIZZA CO.
- JOHN'S INCREDIBLE PIZZA CO.
- JOHN'S INCREDIBLE PIZZA CO. ALL YOU CAN EAT FOOD & FUN!
- 4. EXPERIENCE THE INCREDIBLE!

5.



5.



7. Any registrations for items 1-6 above, including without limitation (1) any federal registrations issuing from U.S. Patent and Trademark Office Application Nos. 76/585,945, 76/585,946, 76/585,975, 76/585,976, 76/585,977, 78/435,074, 78/435,080 and 78,435,085; and (2) California Service Mark Registration Nos. 059015, 059016, 059017, 059018 and 058668.